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Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

TAMARAH R. SEIELSTAD, individually
and on behalf of all others similarly
situated,

Plaintiff,

v.

AEGIS SENIOR COMMUNITIES, LLC,

Defendant.

Case No. 09-01797 MMC

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS- AND
COLLECTIVE-ACTION
SETTLEMENT**

Assigned to Hon. Maxine M. Chesney

KENNYON MORRIS, *et al.*,

Plaintiffs,

v.

AEGIS SENIOR COMMUNITIES, LLC,

Defendant.

Case No. 10-2060 MMC

Assigned to Hon. Maxine M. Chesney

Date: September 30, 2011

Time: 9:00 a.m.

Place: Courtroom 7, 450 Golden Gate
Avenue, San Francisco, California 94102

1 This matter came before the Court for hearing on September 30, 2011, pursuant to
2 the April 15, 2011, Order Preliminarily Approving Class- and Collective-Action
3 Settlement, Conditionally Certifying Settlement Class, Approving Form of Notice, and
4 Scheduling a Fairness Hearing (“Preliminary Approval Order”). Due and adequate notice
5 having been given to the Classes as defined in and required by the Preliminary Approval
6 Order, the Court having considered all papers filed and otherwise being fully informed,
7 and good cause appearing therefor, **IT IS HEREBY ORDERED** that:

8 1. All capitalized terms used herein (unless otherwise indicated) shall have the
9 same meaning as defined in the Joint Stipulation and Settlement Agreement and Release
10 of Claims (“Settlement” or “Settlement Agreement”).

11 2. The two Settlement Classes conditionally certified in the Preliminary
12 Approval Order are confirmed pursuant to Federal Rule of Civil Procedure 23 and to 29
13 U.S.C. § 216(b). Specifically, Settlement Class A consists of all current and former non-
14 exempt, hourly paid California employees of Defendant performing care-manager duties
15 in the position of lead care manager, care manager, medical care manager, and medical
16 technician from April 24, 2005, to and including April 15, 2011; Settlement Class B
17 consists of all former California employees of Defendant who were terminated from
18 Defendant’s employment between the time period April 24, 2005, to and including April
19 15, 2011.

20 3. This Court has jurisdiction over the subject matter of each of the claims
21 asserted in the operative Complaints in the above-captioned actions, as well as personal
22 jurisdiction over the parties to those actions, including the Settlement Class Members.

23 4. Notice to the Settlement Class, including both (a) the mailing of the Class
24 Notice and Claim Form as set forth in the Settlement and (b) the establishment of a
25 website by the Claims Administrator, has been completed in conformity with the
26 Preliminary Approval Order. The Court finds that this notice was the best notice
27 practicable under the circumstances, that it provided due and adequate notice of the
28 proceedings and of the matters set forth therein, and that it fully satisfies the requirements

1 of law and due process. The Court bases this finding, in part, on the Claims
2 Administrator's extensive efforts not only in initially mailing Class Notice and Claim
3 Forms to Class Members, but in re-mailing undelivered Class Notices and Claim Forms
4 to Class Members, utilizing a third-party locator service to update Class Members'
5 addresses, receiving and responding to telephone calls from inquiring Class Members,
6 and maintaining the website containing information about the case.

7 5. The Court hereby approves the Settlement, including the Individual
8 Settlement Payments to be made to Settlement Class Members who filed claims and the
9 release specified in the Settlement. The Court finds that the Settlement is, in all respects,
10 fair, reasonable, and adequate to the Settling Parties, including the Representative
11 Plaintiffs and the Settlement Class. The Court also finds that the Settlement Class is
12 properly certified as a class for purposes of this Settlement and that relief with respect to
13 the Settlement Class as a whole is appropriate.

14 6. In making the determination that the Settlement is fair, reasonable, and
15 adequate, the Court has considered (a) the strengths and weaknesses in Plaintiffs' case,
16 including the presence of substantial issues in dispute; (b) the risks, expense, complexity,
17 and likely duration of further litigation; (c) the risks to Plaintiffs of establishing and
18 maintaining class-action status; (d) the monetary amount of the Settlement, including the
19 amounts of the Individual Settlement Payments; (e) the extent of both formal and
20 informal discovery that has been conducted by the parties; and (f) the views of the
21 Settling Parties' respective counsel, both of whom are experienced in complex class-
22 action litigation of this nature. Furthermore, this Court notes that not a single objection
23 was filed to the Settlement and that only six individuals elected to exclude themselves.
24 These additional factors lead the Court to conclude that the Settlement is fair, reasonable,
25 adequate, and supported by the Class.

26 7. As of the date of final approval of the Settlement, each and every Released
27 Claim (as defined in the Settlement Agreement) of every Settlement Class Member who
28 did not timely exclude himself or herself from the Settlement is conclusively released as

1 to the Released Parties. Accordingly, only those six individuals identified by the Claims
2 Administrator as having requested exclusion from the Settlement shall be deemed to have
3 properly requested exclusion. The six excluded individuals are specifically identified on
4 the opt-out forms attached hereto as Exhibit A. Other than these individuals, all
5 Settlement Class Members are permanently enjoined and restrained from commencing or
6 prosecuting any released claims in any jurisdiction or court against the Released Parties.

7 8. The Settlement does not constitute an admission or concession by
8 Defendant, nor does this Order or the Judgment that accompanies it constitute a finding
9 of any kind as to the validity of any claims asserted in the operative Complaints or of any
10 wrongdoing on the part of Defendant. Furthermore, the Settlement shall not be used in
11 any way or for any purpose as an admission of any fault, omission, or wrongdoing on the
12 part of Defendant. Accordingly, neither the Settlement nor any of the negotiations or
13 proceedings related thereto shall be considered as, or deemed to be evidence of, a
14 concession or admission with regard to the denials or defenses of Defendant. Likewise,
15 neither the Settlement nor any of the negotiations or proceedings related thereto shall be
16 offered in evidence in any action or proceeding against Defendant in any court,
17 administrative agency, or other tribunal for any purpose whatsoever other than to enforce
18 the provisions of this Order, the Judgment, or the Settlement.

19 9. Alan Harris and David Zelenski of the firm of Harris & Ruble, along with
20 David Harris of North Bay Law Group, having been appointed as Class Counsel by the
21 Preliminary Approval Order, are hereby confirmed as Class Counsel. Class Counsel have
22 adequately represented the Settlement Class herein. Similarly, Tamarah Seielstad,
23 Kenyon Morris, and Karen Jiron, all of whom had been appointed as Representative
24 Plaintiffs by the Preliminary Approval Order, are confirmed as Representative Plaintiffs,
25 having adequately represented the Settlement Class herein.

26 10. In accordance with the Settlement, Class Counsel have requested that the
27 Representative Plaintiffs receive Enhancement Payments as follows: \$15,000 to Plaintiff
28 Seielstad, \$5,000 to Plaintiff Morris, and \$5,000 to Plaintiff Jiron. The Court hereby

1 awards them the requested amounts based on its finding that the amounts awarded are
2 reasonable under the circumstances.

3 11. Pursuant to the Settlement, Class Counsel have requested an award of
4 attorney's fees and costs in the amount of \$312,648.55, consisting of fees in the amount
5 of \$300,000.00 and costs in the amount of \$12,648.55. The requested awards of fees and
6 costs are granted, based on the Court's findings that the amounts requested are fair and
7 reasonable under the circumstances, are supported by sufficient records, and are
8 supported by the lodestar crosscheck. The Court also awards the Claims Administrator
9 its costs and fees in the requested amount of \$36,435.61.

10 12. In accordance with the accompanying Judgment, the Court hereby dismisses
11 this action against Defendant on the merits and with prejudice and without costs other
12 than as provided in the Settlement.

13 13. Without affecting the finality of this Order or the Judgment in any way, the
14 Court hereby retains continuing jurisdiction over (a) the implementation of the
15 Settlement, (b) the payment of the amount of reasonable attorney's fees and costs to be
16 awarded to Class Counsel as provided in the Settlement, and (c) all Parties hereto for the
17 purpose of enforcing and administering the Settlement.

18 **IT IS SO ORDERED.**

19
20 DATED: January 17, 2012

21 
22 U.S. District Court Judge
23
24
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28

EXHIBIT A



Case Administration Statistics - CONFIDENTIAL

Case Name - *Seielstad v. Aegis Senior Communities LLC*

Exclusions Received as of September 16, 2011

Gilardi ClaimID	FirstName	LastName	City	State	OptOut
SLSTAD120018576	CYNTHIA	CAMPBELL	PASO ROBLES	CA	8/24/2011
SLSTAD120019734	DEBORAH	CHESTER	INDIO	CA	8/29/2011
SLSTAD130001013	FABIOLA	HEINDEL	PLEASANT HILL	CA	7/18/2011
SLSTAD130019877	SHANNON	MASSEY	PACIFICA	CA	6/10/2011
SLSTAD120018703	CECILIA	OIEDA DE POLO	IRVINE	CA	6/10/2011
SLSTAD120000138	CHRISTINE	SCHOONVELD	SACRAMENTO	CA	6/29/2011

2001857

✓

August 12, 2011

Aegis Claims Administration
c/o Gilardi & Co. LLC
P.O. Box 8090
San Rafael, CA 94912-8090

**Re: *Seielstad v. Aegis Senior Communities, LLC*, Case No. CV-09-1797 MMC
Morris v. Aegis Senior Communities, LLC, Case No. CV-10-2060 MMC
Request to be Excluded from Settlement**

To whom it may concern:

This letter is to confirm that I request to be excluded from the settlement in the above referenced cases. As requested, my contact information is: Cynthia Campbell, Paso Robles, CA 93446;

Sincerely,



Cynthia Campbell

opt out
#20019734
8/29/11
FI

August 28, 2011

Aegis Claims Administration
c/o Gilardi and Co. LLC
P.O. Box 8090
San Rafael, CA 94912-8090

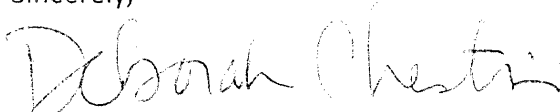
To Whom it May Concern:

I write to formally opt out—meaning I request to be excluded from the Settlement in *Seielstad* and *Morris*.

My name is Deborah Chester. My address is _____, Indio, CA 92203; my phone number is _____. The names of the cases are *Seielstad v Aegis Senior Communities, LLC*, Case No. CV-09-1797 MMC and *Morris v. Aegis Senior Communities, LLC*, Case No. CV-10-2060-MMC.

In following what I understand from page 6 of the Notice to Class of Proposed Settlement of Collective and Class Action I am forwarding this request to be excluded and the information you all requested so as to ensure that any and all claims that I may have under the labor code in California and/or between the dates of April 24, 2005 to April 15, 2011 are not barred. Should you need anything further please contact me at the phone number above, as I expect my address will be changing soon.

Sincerely,


Deborah Chester

CC: Attorney Timothy Brock McClellan(Via U.S. Mail Only)

3000101-3

| Fabiola R. Heindel

OPT-OM
7/25/11
RD

Seielstad v. Aegis Senior Communities, LLC
case No. CV-09-1797 MMC
Morris v. Aegis Senior Communities, LLC
case No. CV-10-2060 MMC

Aegis Claims Administration
c/o Gilardi and Co. LLC
Present.

I, Fabiola R. Heindel, am requesting to be
excluded from the Settlement in Seielstad
and Morris cases.

Sincerely,

Fabiola R. Heindel
Fabiola R. Heindel
7/17/2011

PI-out
306198 7-7
6/10/11

June 1, 2011

To Whom It May Concern;

I, Shannon Massey, wish to be excluded from the Settlements in both Seislstad v. Aegis Senior Communities LLC, Case No. CV-09-1797 MMC, and, Morris v. Aegis Senior Communities, LLC, Case No. CV-10-2060 MMC.

Sincerely,



Shannon Massey

As of June 6, 2011 my new address will be as follows.

Shannon Massey

Pacifica CA 94044

OP/om
2001870-3
6/10/11

Aegis Claims Administration

June 1, 2011

Attention to whom it may concern:

**I, Cecilia Ojeda De Polo at Irvine
Ca. 92620 am requesting to be
excluded from the Settlement in Seielstad and
Morris.**

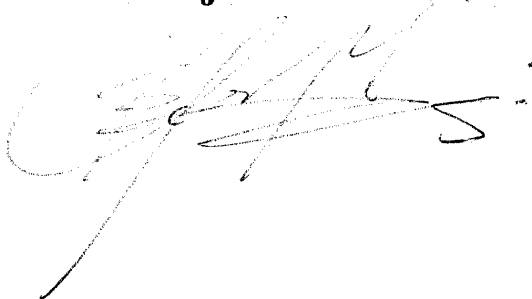
Case No. CV-09-1797 MMC

Case No. CV-10-2060 MMC

**I had no problem with this company in time that I
work there. They treated me fairly.**

Regards,

Cecilia Ojeda De Polo



JPT-OUT
2000013-
7/5/1

June 28, 2011

Seilstad v. Aegis Senior Communities .LLC
U.S. District Court, Northern District of California Case No. CV-09-1797 MMC
And
Morris v. Aegis Senior Communities, LLC
U.S. District Court, Northern District of California, Case No .CV-10-2060 MMC)

Christine Schoonveld

Dear Claims Administrator:

I Christine Schoonveld hereby request to opt out of the class action lawsuit entitled Seielstad v.Aegis Senior Communities .LLC Case No. CV-09-1797 MMC and Morris v. Aegis Senior Communities, LLC, Case No .CV-10-2060 MMC). I'm also requesting to exclude myself from the Settlement Seielstad and Morris.

Sincerely,


Christine Schoonveld

Aegis Claims Administration
C/o Gilardi & Co.LLC
P.O. Box 8090
San Rafael, CA 94912-0890